

This instrument was prepared by  
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W/c 84

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**CERTIFICATE OF AMENDMENT**  
**TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION,  
INC. ("Association") is made this 15 day of July, 2009, by the President and Secretary of the  
Association.

**WITNESSETH**

**WHEREAS**, the Association is the homeowners association operating the residential  
subdivision known as Tudor Woods;

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of the Association  
("Declaration") was originally recorded commencing at Official Records Book 3469, Page 1298 of  
the Public Records of Palm Beach County, Florida, and established covenants running with the land  
therein described;

**WHEREAS**, Article XIII, Section 3 of the Declaration, as amended, provided that the  
Declaration may be amended by approval of a majority of the Board of Directors together with  
approval of a majority of those members present in person or by limited proxy at any regular or  
special members' meeting where a quorum is attained;

**WHEREAS**, the Association desires that the Amendments attached hereto as Exhibit "A" to  
the Declaration, be certified of record as notice to all current and future owners of property subject  
to the Declaration.

**NOW, THEREFORE**, the President and Secretary of the Association hereby certify that:

1. The Association, on June 24, 2009, conducted a special members' meeting  
for the purpose of adopting the Amendment attached hereto as Exhibit "A". A quorum of the  
Association members was obtained at said meeting. Forty-eight (48) members were present either  
in person or by limited proxy at said special members meeting. The Amendment attached hereto  
as Exhibit "A" was approved and adopted by a majority of those Association members present in  
person or by limited proxy at said special members' meeting.

2. The Amendment attached hereto as Exhibit "A" has been approved by a majority of the Board of Directors.

3. The approval and adoption of the Amendments to the Declaration appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 15 day of July, 2009.

Witnesses (as to both)

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name

BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

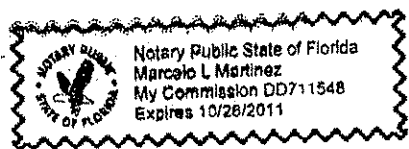
By: \_\_\_\_\_  
 William Darling, President

By: \_\_\_\_\_  
 Veronica Castellano, Secretary

STATE OF FLORIDA     )  
                                   )  
 COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2009, by William Darling as President and Veronica Castellano, as Secretary, respectively, of BOCA HEIGHTS OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the Corporation. They have produced a Florida Driver's license as identification.

\_\_\_\_\_  
 NOTARY PUBLIC, State of Florida



## ARTICLE X.-USE RESTRICTIONS

### Section 21. LEASING OF LOTS

- This is not a contract*
1. Notice to Association. A homeowner intending to lease a lot/unit shall give to the association written notice of such intention. Such written notice shall consist of the name, address and such other information concerning the intended lessee as the Association may require on a written application entitled Application for Lease Approval. The Association may require a personal interview by the Board of Directors and/or the sale & leasing committee or its agent with the prospective tenant. The Application for Lease Approval shall be accompanied by a copy of the proposed lease. In addition, the Association may require the applicant to pay a application fee in an amount not to exceed the highest amount allowed by law as same may be amended from time to time. If the Association requires a transfer/application fee, no application shall be considered complete without the payment of the fee. The Owner shall furnish the Association with a copy of the fully executed lease prior to the tenant taking possession of the unit/lot.
  2. Security Deposit. Any Owner who has received approval from the Association to lease a lot/unit shall tender a security deposit to the Association in the amount of one thousand dollars (\$1000.00) or an amount equal to one month's rent, whichever is greater. The Association shall hold the security deposit for the duration of the lease term, as security for maintenance, late fees, assessments, fines, or other charges that may be assessed against the Owner during the course of the tenancy. The Association shall have the authority, upon providing the requisite notice to the owner, to apply the security deposit to any unpaid maintenance, late fees, assessments, fines, or other charges should any such charge remain unpaid for sixty days (60) from its original due date. The Association shall deposit the security deposit in a non interest bearing account in a Florida banking institution for the benefit of the Owner.
  3. Current Lease. Any Owner currently leasing lot/unit shall comply with Section 21 immediately upon any renewal and/or amendment to a current lease.
  4. Pre- Transfer Orientation. Prior to entering into any lease agreement, a Homeowner shall, at the Homeowner's expense, furnish the prospective tenant(s) with a current copy of the Associations's Declaration, Articles of Incorporation, and Bylaws of the Association, as well as the rules and regulations of the Association ("Governing Documents"). Subsequently,

This is not a

the Association, either through the Board, a committee, or an agent of the Association, shall schedule and conduct an orientation sessions with the tenant(s) to review the Governing Documents, and to ascertain whether the prospective tenant(s) have proper understanding of the Governing Documents. The Association may require additional information regarding the prospective tenant(s) in the form of a Tenant Application. At the conclusion of said orientation meeting, the prospective tenant(s) shall be required to sign a Certificate of Attendance and Acknowledgment and Agreement to Abide by the Governing Documents

**Approval by the Association**

(a) *Bona Fide Lease.* Only those individuals approved by the Association, in advance and in writing, may occupy a lot/unit by lease, and occupancy by an individual prior to receiving the Association's approval may subject the lease to disapproval.

(b) *Grounds for Disapproval of Lease.* It is the Association's intent to maintain a harmonious and peaceful community, free from individuals who are unnecessarily disruptive. Thus, the Association shall disapprove any applicants for lease who have made a material misrepresentation on the application, or who have demonstrated a disruptive tendency or history, as solely and exclusively determined by the Association; provided, that such determination shall not be discriminatory. In the event of disapproval of the applicant under this paragraph, the proposed lease shall be void, and the Homeowner shall have no recourse against the Association. Further, the Association may disapprove a proposed lease on any other reasonable and objective grounds which are not otherwise in violation of applicable law. The Association may adopt such rules and regulations from time to time establishing appropriate criteria for the review and/or approval of prospective tenants within the community.